

MONTANA STATE PRISON TELEVISION PROGRAMMING SERVICES

COR08-1536J

1. PARTIES

The Montana Department of Corrections, Montana State Prison, (**DEPARTMENT**) and Correctional Cable TV (**CONTRACTOR**) enter into this Contract No. **COR08-1536J**. The parties' names, addresses, and telephone numbers are as follows:

Montana Department of Corrections
Montana State Prison
400 Conley Lake Road
Deer Lodge, MT 59722
(406) 846-1320 ext. 2281

Correctional Cable TV
6151 Paluxy Drive
Tyler TX 75703
(903) 324-6340

DEPARTMENT AND CONTRACTOR, AS PARTIES TO THIS CONTRACT AND FOR THE CONSIDERATION SET FORTH BELOW, AGREE AS FOLLOWS:

2. DUTIES/RESPONSIBILITIES OF THE CONTRACTOR

CONTRACTOR agrees to provide television programming services to the DEPARTMENT'S inmate housing areas and miscellaneous sites located within the prison.

The CONTRACTOR will provide all required equipment, installation, programming, training and repair services to the point of service located at Montana State Prison (MSP). The DEPARTMENT will provide the enclosed area, power, and all cabling to the drops from the point of service. A minimum of three (3) on-site channels will be incorporated with this system. A standalone computer, provided by the DEPARTMENT, will be placed at the point of service location for uploading DEPARTMENT information and playing VCR/DVD media.

The CONTRACTOR will be responsible for any costs associated with the analog/digital signal change scheduled for February 2009 up-to the point of service. The CONTRACTOR will also assist the DEPARTMENT'S personnel with any difficulties providing service from the point of service to the units. Any costs arising from this will remain the responsibility of the DEPARTMENT.

A. Definitions

Drop	One drop is considered a TV programming hook-up site, installed by Montana State Prison. Some cells are considered one drop, although two (2) individual TVs may be hooked to the one site.
Headend (From the Headend)	Service from the point of service to the inmate housing unit drops.
Headend (To the Headend)	Service from the contractor's location to the point of service located at MSP.
KMSP	MSP's internal TV channels, interfaced with the contractor's service, to provide information to the inmate populace at MSP.
Point of Service	Physical area located at MSP where the equipment will be housed to provide the programming service to inmate housing unit drops.
Public Hookup	These sites have the potential for more than one individual to view at a time.
Single Hookup	Individual TVs, owned by the inmates, viewed by one individual at a time.

B. Current MSP Drops

MSP currently has a total of 863 drops which are capable of providing TV programming service. Following, is the unit breakdowns and notations specifying if individual drops are used for public or individual showings:

Miscellaneous Drops – Total 15 drops

- 1 High Side Visiting (Public)
- 1 Low Side Visiting (Public)
- 1 High Side Food Service (Views KMSP channels to review food service information on channel only.)
- 4 Infirmary (Individual & Public)
- 1 Warden's Conference Room (Public)
- 1 Personnel Conference Room (Public)
- 1 Wallace Building Large Classroom (Public)
- 1 Wallace Building Small Classroom (Public)
- 1 Parole Board Room (Public)
- 3 Low Side Education (Views KMSP channels for content.)

Work Dorm – Total 44 drops

- 42 Cells (Individual)
- 2 Dayroom (Public)

Martz Diagnostic Intake Unit – Total 6 drops. This unit is currently not wired from the headend for programming services. If wired in the future, it is estimated to have 3 Individual and 3 Public Drop.

A Unit Drops – Total 108 drops

- 108 Cells (Individual)

B Unit Drops – Total 108 drops

- 108 Cells (Individual)

C Unit Drops – Total 108 drops

- 108 Cells (Individual)

D Unit Drops – Total 99 drops

- 98 Cells (Individual)
- 1 Dayroom (Public)

E Unit Drops – Total 3 drops. This unit is currently closed, and may or may not be utilized in the future.

- 3 Dayrooms (Public)

Close I Unit Drops – Total 96 drops

- 96 Cells (Individual)

Close II Unit Drops – Total 96 drops

- 96 Cells (Individual)

Close III Unit Drops – Total 102 drops
102 Cells (Individual)

Maximum Security Unit Drops – Total 80 drops
80 Cells (Individual)

Adding/Deleting Drops. DEPARTMENT reserves the right to add or delete drops upon need, change and/or growth of institution. Building drop changes will only be done with the written authority of authorized DEPARTMENT staff. Adding and/or deleting drops within MSP as it is built at the time of contract execution, will not affect the monthly basic programming cost. If additional housing units are added, DEPARTMENT agrees to notify the CONTRACTOR and the monthly rate will be adjusted at the price listed in Section 3 Compensation/Billing.

C. Local Channels – PBS, CBS, NBC, FOX, and ABC

The signals for the local channels will be received using off-air antennas, which is how they are being received at the time of contract execution. All local channels, with the exception of FOX, will be launched in the digital format. The signal will then be converted to analog within the headend so that all current TVs will produce a picture. There will be no need to make any changes of televisions within MSP. The local FOX affiliate is not available in a digital format at the time of contract execution; therefore, it will be launched in the analog format. Once the digital format is available (before February 17, 2009) the CONTRACTOR will switch out the necessary equipment and convert the signal to digital.

Any equipment or installation required to provide for the change to digital format for the local channels, PBS, CBS, NBC, FOX, and ABC, will be the responsibility of the CONTRACTOR up to the point of service.

As local broadcast stations are a requirement of this contract, they should be providing Emergency Alert System (EAS) requirements through their stations. It will be the CONTRACTOR'S responsibility to ensure that any further FCC requirements are met.

D. Required Channels

The following twenty (20) channels must be provided:

A & E - Arts & Entertainment
AMC – American Movie Classics
Animal Planet
CMT – Country Music Television
CNN – Cable New Network
Comedy
Discovery
ESPN
ESPN2
Fox News

FX
Hallmark
History
TLC - The Learning Channel
Sci-Fi
Spike TV
TCM – Turner Classic Movies
TBS – Turner Broadcasting Station
TNT – Turner Network Television
USA

E. KMSP Channels

The CONTRACTOR will provide three (3) dedicated channels for the use of KMSP with their programming package, with additional modulators being provided by the CONTRACTOR at the request of the DEPARTMENT, up to a total of six (6) during the term of the contract at no additional cost. A standalone computer, provided by the DEPARTMENT, will be placed at the point of service for uploading DEPARTMENT information. All required software, computer requirements, receivers, etc. to operate these channels will be provided and maintained by DEPARTMENT. Any required receivers, modulators, etc., will be the responsibility of the CONTRACTOR.

The KMSP channels must have the ability to broadcast media from a VCR or DVD player. The DEPARTMENT will provide the VCR or DVD players and the CONTRACTOR will make the connection at their point.

If desired, the CONTRACTOR will furnish and install a Character Generator so that text messages can appear on a KMSP channel. This would be at no additional cost to the DEPARTMENT.

F. Additional Programming Channels

Additional programming channels are in addition to the required basic package and offered at no additional cost. The DEPARTMENT retains the right to accept or decline any or all additional channels.

The CONTRACTOR will provide the following additional channels: The CW, Discovery Health, and TV Land.

G. Adding Channels

The DEPARTMENT may choose to add channels to their basic package during the course of the contract. CONTRACTOR will install requested channels within 30 days of the written authority of authorized DEPARTMENT staff. The DEPARTMENT will not be charged any installation costs for adding channels.

Each channel added to the package will require a channel-specific receiver, modulator and monthly license fees to the specific programmer. If the DEPARTMENT requests a channel that is not located on the satellites installed at the site, an additional satellite dish will need to be installed.

The following channels are from the same satellites that the Basic Programming package requires, and therefore, will need no additional satellites installed:

\$175/Month

Univision
Great American Country
Country Music TV
Cartoon Network
Inspirational Network
Weather Channel

\$175/Month

CNN Headline News
Travel
Home & Garden
E!
truTV (formerly Court TV)
Galavision

\$200/Month

Fox News
CNBC
MSNBC
Nickelodeon
Speed Channel
Versus (formerly Outdoor Life)
National Geographic
MTV
VH-1

A 10% (ten percent) discount will apply if three (3) or more are added at the same time.

The following channels would require an additional satellite antenna. The first channel would be \$350 per month and all other channels, thereafter, would be \$150.

ABC Family
BET
Lifetime

Trinity Broadcasting Network
WGN

The CONTRACTOR requests that a minimum of twelve (12) months be remaining on the contract when requesting additional channels. If an additional satellite antenna is required for a channel, the CONTRACTOR requests that a minimum twenty-four (24) months be remaining on the contract.

H. Replacing Channels

The DEPARTMENT may choose to replace existing channels. Channels will only be replaced with the written authority of authorized DEPARTMENT staff. The DEPARTMENT will not be charged any installation costs for replacing channels.

The CONTRACTOR holds individual contracts with each channel programmer. The programming contracts do not allow the CONTRACTOR to drop/delete a channel during the term of the contract. Replacing a channel is the same as deleting a channel to the programmers. The CONTRACTOR will in good faith, make every effort to honor the request of a channel replacement. However, if the programmer denies the deletion then the CONTRACTOR must abide with the programmer's decision, but will work with the DEPARTMENT on adding their choice of channel even if the CONTRACTOR cannot delete the channel selected to be replaced. The CONTRACTOR will charge a fee of \$125 to replace a channel.

I. Deleting Channels

The DEPARTMENT may choose to completely delete or remove channels. Channels will only be deleted with the written authority of DEPARTMENT staff. The DEPARTMENT will not be charged any installation costs for deleting channels.

The CONTRACTOR holds individual contracts with each channel programmer. The programming contracts do not allow the CONTRACTOR to drop/delete a channel during the term of the contract. The CONTRACTOR will in good faith, make every effort to honor the request of a channel deletion. However, if the programmer denies the deletion then the CONTRACTOR must abide with the programmer's decision. Contractor may provide DEPARTMENT with \$50.00 savings per deleted channel.

J. Premium Channels

Premium channels will only be provided with the written authority of DEPARTMENT staff. The CONTRACTOR can provide the following premium channels:

HBO	\$4.50	The Movie Channel	\$4.50
Cinemax	\$4.00	Starz	\$3.95
Showtime	\$4.50	Encore	\$3.95

Bulk premium channel pricing is based on the door/cell count. Therefore, if a cell has two (2) outlets then it would be counted as one (1). Rates are unit prices based on door/cell count. Since these premium channels cannot be shown in public areas such as the Dayrooms, these areas would not be counted in the door/cell count.

These premium channels cannot be viewed in public areas such as the Dayrooms. The CONTRACTOR will furnish and install traps for each of these TVs to ensure the signal is blocked.

K. Programming Content Controls

It is of the utmost importance that DEPARTMENT staff be able to selectively block programming on channels, and yet not completely remove the channels. Some programming content, although acceptable and appropriate to the general public, is not acceptable in the correctional facility, nor conducive to treatment goals.

The CONTRACTOR will furnish and install a Monroe Electronic Program Timer, Model R149, along with the Open Drain Switch Module, Model 619 and a Relay Panel, Model R165. These three (3) units work together and will allow a DEPARTMENT staff member to store up to 999 events of program timing information 364 days in advance.

In addition, the CONTRACTOR will provide, at the CONTRACTOR'S cost, a hard copy of the monthly channel guide. It will be delivered a minimum of one (1) week prior to the programming dates via mail each month. This guide will allow DEPARTMENT staff to monitor and block inappropriate programming. This guide includes ALL channels in the basic package.

L. Programming Changes

Any change to the initial programming agreed upon and documented in this contract will only be done with written authority of authorized DEPARTMENT staff.

M. Basic Equipment Requirements.

The CONTRACTOR will provide and install all equipment necessary to provide the programming services to the DEPARTMENT as previously described up to the point of service; the DEPARTMENT will only be responsible for the distribution within MSP plus the equipment utilized for uploading information to the headend for broadcasting KMSP channels. Any equipment upgrades required, during the entire course of this contract, to continue to provide the service as outlined will be the CONTRACTOR'S responsibility with no extra cost to the DEPARTMENT.

There is no backup power supplied to the current headend system located at MSP, nor are the units where the bulk of the TV programming is viewed, supplied with backup power. Any backup power/surge suppression requirements for the equipment installed by the CONTRACTOR will be the financial/technical responsibility of the CONTRACTOR.

Listed below is the equipment list (but not limited to) that the CONTRACTOR will provide and install. This is in addition to the necessary racks, shelves, cable, fittings, power supplies, launch amp, etc. to make the system complete.

EQUIPMENT DESCRIPTION	QUANTITY
Patriot Satellite Antennas 3.1 meter	4 each
Scientific Atlanta 9850 Receivers	9 each
Motorola Receivers	10 each
Wagner Unity 4000 Receiver	1 each
Cabletronics Modulator	28 each
Blonder Tongue Launch Amp	1 each
13" Television	1 each
Snow Covers for Antennas (if needed)	4 max
Field Strength Meter	1 each
Local Channel Equipment (Reference section C. Local Channels – PBS, CBS, NBC, FOX, and ABC)	5 each
Character Generator (if desired)	1 each
APC3000 UPS Units	2 each
Programming Control Unit:	
Monroe Electronic Program Timer, Model R149	
Open Drain Switch Module, Model 619	
Relay Panel, Model R165	

N. Special Equipment Requirements

The DEPARTMENT will provide the enclosed space, climate control, electricity, and phone connection to house any required equipment to provide this service. The enclosed space provided will need to be properly heated and cooled at all times. The recommended temperature is 68 – 70 degrees.

O. Installation

The DEPARTMENT would like to have the programming services fully operational by July 1, 2008, and no later than August 31, 2008. Any installation delays up to the point of service, caused by the CONTRACTOR, resulting in the project being completed past August 31, 2008, will cause the CONTRACTOR to pay the current programming providers invoices.

P. Repair

The CONTRACTOR will be responsible for any repairs required up to and including the point of service for the programming system provided. Repairs are defined as:

Minor Repair – Any minor technical difficulty that does not COMPLETELY interrupt the television programming service and is repairable within 48 hours of such report to CONTRACTOR. This would include resets, reboots, or other repairs DEPARTMENT staff could make to the system, with the CONTRACTOR'S training and telephone support.

In most cases, a problem within the headend can be resolved over the phone by sending an authorization to the unit or shipping a replacement receiver or modulator. The equipment provided is plug-and-play and should be able to be switched out by a DEPARTMENT staff member.

Major Repair – Any technical difficulty which will require 48 hours or more to remedy, the CONTRACTOR is expected to provide DEPARTMENT with an action plan detailing repairs and time frames.

If the issue cannot be resolved through this method, the CONTRACTOR will dispatch a service technician to the site within 48 hours of notification. If the CONTRACTOR is unable to resolve the issue within 48 hours for any reason, a detailed plan of action including the time-frame will be provided via email to the proper DEPARTMENT staff.

The CONTRACTOR will provide a 24-hour phone technical support.

Customer Service Line: 800-477-5219

Email: Dianne.Huffstickler@suddenlink.com
Rodney.Fletcher@suddenlink.com
Genlle.Roselli@suddenlink.com

Although the CONTRACTOR utilizes contractors to install and service all facilities across the U.S., the CONTRACTOR remains the sole contact and responsible party for this contract. The CONTRACTOR has made arrangements with Eagle Satellite of Butte MT to install and provide on-going service.

If a channel is out for more than seventy-two (72) hours, the DEPARTMENT may request a pro-rated credit on the billing for the effected channel(s).

The CONTRACTOR will perform services upon request of the DEPARTMENT outside of the scope of the contract. Each visit will be at an hourly rate of \$80 per hour. Each visit will be a minimum of four (4) hours which includes any drive time. The CONTRACTOR will troubleshoot and make recommendations via phone with the DEPARTMENT staff on the headend equipment, satellite antennas and/or the DEPARTMENT-owned distribution as needed at no cost.

Q. Training

The CONTRACTOR recommends a DEPARTMENT staff member from the Maintenance/Electronic Department be the point of contact for maintenance/service of the contract. During installation of the system, this staff member should be present so as to be trained step-by-step. The CONTRACTOR will remain on site one extra day for an overview of the system. The Contractor will provide a notebook with trouble-shooting tips and programming information. Training will be provided at the time of installation for the programming control device. The CONTRACTOR will be available by phone at no charge if DEPARTMENT staff needs assistance with the distribution through the facility. The CONTRACTOR will provide a Field Strength Meter at no extra cost and will also train the DEPARTMENT representative on its use.

As DEPARTMENT staff is limited in their technical abilities, the CONTRACTOR will provide DEPARTMENT staff with a minimum of sixteen (16) hours training on maintaining the existing distribution system from the headend. This training will include, but is not limited to, proper use of a signal strength meter, proper placement of amplifiers to boost signals that are too weak, FCC requirements, etc. This will be done in conjunction with the initial setup and installation of the headend system by the contractor. MSP staff may contact CONTRACTOR for additional technical suggestions and recommendations.

3. COMPENSATION/BILLING

DEPARTMENT shall compensate CONTRACTOR for successful delivery of services (or goods), provided pursuant to Section 2, in the following manner:

- A. DEPARTMENT shall pay CONTRACTOR \$2,395.00 per month ($\$2,395 \times 12 \text{ months} = \$28,740.00$), not to exceed \$29,600 and 00/100 Dollars (\$29,600.00) per Fiscal Year for the services described herein. The cost per month includes Basic Programming costs and programmable programming content controls.

Additional drop sites will be added at \$1.95/drop per month.

The DEPARTMENT understands that adding additional or changing programming services may increase the monthly basic programming costs.

- B. DEPARTMENT agrees to pay CONTRACTOR within 30 days following receipt of a correct invoice.
- C. DEPARTMENT may withhold payments to CONTRACTOR if CONTRACTOR has not performed in accordance with the terms of this Contract.
- D. The Contract number must be referenced on all invoices and correspondence pertaining to this Contract.
- E. Cost Increase by Fixed Amount. After the initial term of the contract, each renewal term may be subject to a cost increase of 5%, not to exceed 10% for the entire term of the contract.

4. AGENCY ASSISTANCE

To the extent possible, CONTRACTOR shall use its own facilities and equipment in providing the services set forth in Section 2. However, the parties recognize that services provided to DEPARTMENT may occur within the confines of a secure correctional facility necessitating the use of DEPARTMENT facilities and equipment including, but not limited to, work space within a correctional facility, and telephone service (e.g., Montana State Prison and Montana Women's Prison do not allow wireless phones within facility).

5. TIME OF PERFORMANCE

This Contract shall take effect upon contract execution and shall terminate on June 30, 2013, unless terminated earlier in accordance with the terms of this Contract. This Contract may, upon mutual agreement and according to the terms of the existing Contract, be renewed for a period not to exceed a total of two (2) additional years. This contract, including any renewals, may not exceed a total of seven (7) years.

Upon expiration of this Contract, and in the absence of a new written agreement, the terms listed herein shall continue to govern the agreement between the parties until such time as a new Contract is signed.

6. LIAISONS AND NOTICE

- A. Amy VanAlstyne, Montana State Prison, 400 Conley Lake Road, Deer Lodge, MT 59722, (406) 846-1320 ext. 2281 or successor serves as DEPARTMENT'S liaison.
- B. Diane Huffstickler, Correctional Cable TV, 6151 Paluxy Drive, Tyler TX 75703, (903) 324-6340 or successor serves as CONTRACTOR'S liaison.
- C. All notices and invoices required in this Contract shall be in writing, properly addressed to the liaison in (A) and (B) above, and mailed first-class, postage prepaid. All notices sent via U.S. Postal Service are deemed effective on the date of postmark. Notices and invoices mailed through another carrier (e.g., UPS or FedEx) are effective upon receipt.

7. OWNERSHIP AND PUBLICATION OF MATERIALS

All materials CONTRACTOR develops or utilizes (i.e., reports, spreadsheets, etc.) in performing the services set forth in Section 2 above shall be the sole property of DEPARTMENT.

8. COMPLIANCE WITH WORKERS' COMPENSATION ACT

Neither CONTRACTOR nor its employees are employees of the State. In accordance with sections 39-71-417, 39-71-401, and 39-71-405, MCA, Contractors are required to comply with the provisions of the Montana Workers' Compensation Act while performing work for the State of Montana. CONTRACTOR shall provide proof of compliance in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and maintain such insurance, exemption, or corporate officer status for the duration of the contract. CONTRACTOR shall submit a copy of all renewals of expired insurance and exemptions to: State Procurement Bureau, PO Box 200135, Helena MT 59620-0135.

9. HOLD HARMLESS AND INDEMNIFICATION

CONTRACTOR agrees to protect, defend, and save the DEPARTMENT, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, and causes of action of any kind or character, including the cost of defense thereof, arising in favor of CONTRACTOR'S employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omission of CONTRACTOR and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the State, under this agreement.

10. INSURANCE

- A. **General Requirements:** CONTRACTOR shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by CONTRACTOR, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission.

Primary Insurance: CONTRACTOR'S insurance coverage shall be primary insurance as respect to the State, its officers, officials, employees, and volunteers and shall apply separately

to each project or location. Any insurance or self-insurance maintained by the State, its officers, officials, employees or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

Deductibles and Self-Insured Retentions: Any deductible or self-insured retention must be declared to and approved by DEPARTMENT. At the request of DEPARTMENT either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees, and volunteers; or (2) CONTRACTOR shall procure a bond guaranteeing payment of losses and related investigations, claims administration, and defense expenses.

Certificate of Insurance/Endorsements: A certificate of insurance from an insurer with a Best's rating of no less than B++ indicating compliance with the required coverages must be received by the State Procurement Bureau, PO Box 200135, Helena MT 59620-0135 prior to start of work under this Contract. CONTRACTOR must immediately notify DEPARTMENT of any material change in insurance coverage, such as changes in limits, coverages, policy status, etc. DEPARTMENT reserves the right to require complete copies of insurance policies at all times.

- B. **Specific Requirements for Commercial General Liability:** CONTRACTOR shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$1,000,000 per occurrence and \$2,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of CONTRACTOR or its officers, agents, representatives, assigns or subcontractors.

Additional Insured Status: The State, its officers, officials, employees, and volunteers are to be covered as additional insureds; for liability arising out of activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations; premises owned, leased, occupied, or used.

11. ACCESS AND RETENTION OF RECORDS

CONTRACTOR agrees to provide DEPARTMENT, the Legislative Auditor, or their authorized agents with access to any records necessary to determine Contract compliance (Ref. 18-1-118, MCA). CONTRACTOR agrees to create and retain all records supporting the services rendered and/or supplies delivered for a period of three years after either the completion date of this Contract or the conclusion of any claim, litigation, or exception relating to this Contract taken by the State of Montana or a third party.

12. PUBLIC INFORMATION

CONTRACTOR recognizes that this Contract may be subject to public inspection pursuant to Article 2, § 9 of the Montana Constitution. DEPARTMENT has a limited ability to assert a privacy interest in the subject matter of the Contract particularly with respect to information which is in the nature of a "trade secret" as the phrase is defined in federal law. In any event, CONTRACTOR agrees to hold DEPARTMENT harmless from any injury caused, in whole or in part, by the review of this agreement by an entity authorized to do so pursuant to Article 2, § 9 of the Montana Constitution.

13. ASSIGNMENT, TRANSFER AND SUBCONTRACTING

CONTRACTOR shall not assign, sell, transfer, subcontract or sublet rights, or delegate duties under this Contract, in whole or in part, without the prior written approval of DEPARTMENT. No such written approval shall relieve CONTRACTOR of any obligation of this Contract and any transferee or subcontractor shall be considered the agent of CONTRACTOR. CONTRACTOR shall remain liable as between the original parties to the Contract as if no such assignment had occurred.

14. AMENDMENTS

All amendments to this Contract shall be in writing and signed by the parties.

15. COMPLIANCE WITH LAWS

CONTRACTOR must, in performance of work under the Contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including the Montana Human Rights Act, the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. Any subletting or subcontracting by CONTRACTOR subjects subcontractors to the same provision. In accordance with section 49-3-207, MCA, CONTRACTOR agrees that the hiring of persons to perform the Contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by persons performing the Contract.

16. TERMINATION AND DEFAULT

- A. DEPARTMENT may, by written notice to CONTRACTOR, terminate this Contract in whole or in part at any time CONTRACTOR fails to perform as required in this Contract.
- B. Either party may terminate this Contract without cause by providing written notice to the other as described in this paragraph. The party desiring to terminate the Contract shall provide written notice to the other, which notice will establish a termination date not less than 30 days from the date of such notice. The termination of this Contract shall not limit any party's pursuit of remedies provided in this Contract or otherwise available under the laws of the State of Montana.
- C. DEPARTMENT, at its sole discretion, may, without 30 days notice, terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- D. Failure on the part of either party to perform the provisions of this Contract constitutes default. Default may result in pursuit of a remedy for breach of Contract including, but not limited to, monetary damages or specific performance.

17. CHOICE OF LAW AND VENUE

The laws of Montana govern this Contract. The parties agree that any mediation, arbitration or litigation concerning this Contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees (Ref. 18-1-401, MCA).

18. LICENSURE

CONTRACTOR agrees to provide copies of current licenses and certifications that register CONTRACTOR and any associates performing under this Contract.

19. INTEGRATION

This Contract contains the entire agreement between the parties and no statement, promises, or inducements made by either party or agents thereof, which are not contained in the written Contract, shall be binding or valid. This Contract shall not be enlarged, modified, or altered except upon written agreement signed by all parties to the Contract.

20. SEVERABILITY

A declaration by any court, or any other binding legal source, that any provision of this Contract is illegal and void shall not affect the legality and enforceability of any other provision of this Contract, unless the provisions are mutually dependent.

21. COMPLETED CONTRACT

DEPARTMENT cannot disburse any payments under this Contract until a fully executed original Contract is returned to the Montana State Prison, Purchasing Department, 400 Conley Lake Road, Deer Lodge, MT 59722.

22. SIGNATURES

DEPARTMENT

State of Montana
Department of Corrections
Montana State Prison
400 Conley Lake Road
Deer Lodge MT 59722

BY: _____
(Name/Title)

(Signature)

DATE: _____

Approved as to Legal Content:

Legal Counsel (Date)
Department of Corrections

Approved as to Form:

Procurement Officer (Date)
State Procurement Bureau

CONTRACTOR

Correctional Cable TV
6151 Paluxy Drive
Tyler TX 72703
FEDERAL ID # 75-2237583

BY: _____
(Name/Title)

(Signature)

DATE: _____